

## DENISON STATE BANK

### DSBconnect Digital Online/Mobile Digital Banking

[www.dsbks.com](http://www.dsbks.com)

#### **BEFORE you scroll and accept, please be aware of these facts:**

- DSBconnect is available to all account holders, but the bank does have the right to restrict or deny login permission for any risk avoidance reasons it determines.
- DSB will do its best to make DSBconnect work fully and be available non-stop 24x7 -- but we cannot guarantee that. If any or all of these digital services are not available, the responsibility remains on the account holder/borrower to manage their funds and payments properly.
- Registered users are entrusted to secure their login credentials.
- DSBconnect is free to use. Fees on accounts and transactions already disclosed do apply.
- A copy of this document is always posted at [www.dsbks.com](http://www.dsbks.com) > DSBconnect.

#### **TERMS AND CONDITIONS, SERVICE AGREEMENT AND DISCLOSURE STATEMENT**

YOUR USE OF THE DENISON STATE BANK DIGITAL BANKING SERVICES INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS STATED HEREAFTER AND ALL FUTURE CHANGES TO THE AGREEMENT.

#### **DEFINITION OF TERMINOLOGY**

Each reference in this Agreement to "Denison State Bank," "Bank," "we," "us," or "our" refers to Denison State Bank, Holton, Kansas, which holds the accounts accessed by the service, and any agent, independent contractor or assignee we may, in sole discretion, involve in the provision of the service. Denison State Bank is Member FDIC and Equal Housing Lender.

Each reference to "you," "your," "user," "Customer" or "Account Holder" refers to each depositor, borrower, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of our digital banking services with respect to the account.

"Agreement" means this service agreement, as may be amended or replaced. By using any new services that are made available, you agree to be bound by any terms and conditions that we communicate to you concerning the services.

"Account(s)" mean the checking, savings, money market savings, certificates of deposit, Individual Retirement Accounts and/or loan accounts with Denison State Bank, and any external accounts at outside financial institutions involved in any transactions or accessed originated in this service. In our sole discretion, we may refuse to include, or may exclude from continued use, an account in the service.

"Electronic funds transfers" (EFT) means funds transfers to and from your Denison State Bank accounts, deposits to DSB accounts made on mobile remote deposit capture, and transfers to and from other people and other bank accounts, using DSBconnect. It does not include EFTs originated outside of this service.

"Digital Banking," "Online Banking," "Mobile Banking," "Internet Banking," "DSBconnect" and "Service" means the services provided pursuant to this Agreement. DSBconnect is the brand name Denison State Bank uses to market its entire suite of digital web-based and mobile app-based banking services available to registered users.

"Transactions" refers to postings of debits (such as checks and withdrawals) and credits (such as deposits) to accounts.

## SERVICES

### Full List of Services Posted

For the most current listing and descriptions of online/mobile services, go to [www.dsbks.com](http://www.dsbks.com) > DSBconnect.

## ACCESS

To use DSBconnect, your registration must be fully processed before you can access. Follow the instructions given to you at time of registration processing. Once fully registered, to use DSB Online/Mobile you must have:

- At least one enabled account at Denison State Bank.
- Access to Internet service. Login from a browser at the login box of [www.dsbks.com](http://www.dsbks.com), or use our mobile banking app by going to App Store or Google Play, searching "Denison State Bank" and installing on your device.
- If making a browser login, use a supported web browser version with at least 128-bit encryption.

- A valid Username and Password and completion of the multi-factor authentication using security questions-and-answers that you establish. Once initial login is made, you can opt-in to use the alternate biometric login methods of Touch ID or Face ID on Apple, Fingerprint on Android, and Quick Glance within the banking app.

DSBconnect can be used to access only the Denison State Bank accounts for which you are an owner or authorized signer or have been given authorization, although account information and balances you own at other institutions may be accessible within the All My Money personal financial management (PFM) service, and funds transfers can be made to and from accounts you own at other financial institutions and to other people. New accounts and loan notes opened by current registered users will be automatically added for digital access within two days of opening.

You can use this service at any time of day, although some or all of the functions may not be available occasionally due to scheduled system maintenance or unscheduled down-time. This typically happens weekly on early Sunday mornings, approx. 2:00 a.m.-6:00 a.m. CST. We agree to post notice of any extended periods of non-availability on the home page of [www.dsbks.com](http://www.dsbks.com) and/or send e-mail to registered customers. "Business days" for the bank and for our online banking service are Monday through Friday, excluding federal holidays.

Registered users may click the "Sub-users" option to share their account information with assigned sub-users without having to share their own login credentials.

Registered users agree to this: As the authenticated primary user of digital banking, you have the ability to entitle another person or persons (sub-users) with access to your accounts and with certain authorities with respect to your accounts. This includes view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling sub-users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated sub-user, just as if it was initiated under your credentials. When granting shared access, you assume total liability for any and all activities of a sub-user with respect to your accounts, and you agree to hold us harmless in any claim you make against a sub-user for breach of your agreement with the sub-user.

## **ACCOUNT INFORMATION and BALANCES**

You may use DSBconnect to receive, download, store and print information that is routinely set forth in the statements for the account, such as debits and credits made to the account, amounts and item numbers for items drawn on the Account, and Account

balances. Updated account balances and transaction information will normally be available by **4:00 a.m. CST the morning after the last business day**.

The amount next to the word "Balance" is the daily ending balance from the previous business day.

"Available balance" may reflect electronic funds transfers such as memo posted deposits, ATM withdrawals, debit card purchases, remote mobile deposits, and others made since the end of the preceding business day, and are subject to further adjustment and correction. The information made available to you is "raw data" furnished through the service provider and is subject to change. You will still receive your usual periodic statement of account for each checking, savings, and money market deposit account maintained with the bank. Your bank statement remains the bank's official record of your account balances and activity.

## **ELECTRONIC FUNDS TRANSFERS AND PAYMENTS**

You may use DSBconnect for these types of electronic funds transfers (EFTs) and payments:

**Account Transfers: Single (one-time):** transfer funds between accounts you own at the bank. These are applicable to transfers to and from checking, savings, money market and loan accounts. You can initiate these transfers any time of day and the Available Balances will be adjusted immediately. Transfers completed by 6:00 p.m. weekdays will post to that day's daily ending balance; transfers completed after 6:00 p.m. weekdays will post to the daily ending balance on the next business day. Transfers from savings and money market savings accounts are subject to withdrawal limits, as previously disclosed.

**Account Transfers: Scheduled Recurring Transfers (SRTs):** transfer funds between accounts you own at the bank on a fixed recurring basis that you define. Funds are transferred on the date you select at 9:00 a.m. CST from the Available Balance. If there are not enough funds in the account, the transfer will fail and will not be re-attempted.

**Person-to-Person (P2P) External Transfers (single and fixed recurring):** transfer funds to other people (requires reciprocal action on their part) and to debit card numbers you personally own and manage at other banks. Transfers are done on the debit card network. Separate disclosure of terms and conditions for this service must be accepted when first accessing this service.

**Account-to-Account (A2A) External Transfers (single and fixed recurring) bank-to-bank:** transfer funds to and from accounts you own at other financial institutions. Transfers are done on the ACH network. Transfers take 2 business days to complete. Separate disclosure of terms and conditions for this service must be accepted when first accessing this service.

**Bill Pay:** schedule and make payments to any payee you wish in the U.S. Payments are made on your behalf by iPay, and the funds are debited from your DSB checking account. Bill Pays sent electronically are delivered in 2 business days; Bill Pays not remitted electronically are sent as mailed checks in postal service, subject to postal delivery and payee handling times. Separate disclosure of terms and conditions for this service must be accepted when first accessing this service.

**Mobile Remote Check Deposit:** using our mobile banking app, you take a digital photo of a check(s) you want to deposit into your DSB checking account, and submit the individual image(s) to the bank on the app for same-day posting if received by 6:00 p.m. CST weekdays. Separate disclosure of terms and conditions for this service must be accepted when first accessing this service.

## **FEES**

Denison State Bank makes no direct charges for account holders' usage of DSBconnect. You agree to pay all other applicable charges as set forth in other agreements with this bank, such as overdraft fees, non-sufficient funds fees, and (if chosen) expedited electronic funds transfer/payment fees. You are responsible for user fees you pay to your telephone, internet service provider, texting and any other vendors for devices you use to access this service.

## **TERMS AND CONDITIONS**

Each time you use the service constitutes confirmation by you of your agreement to and understanding of the terms of this agreement. This agreement will be effective as of the date of your acceptance or by us delivering this service agreement to you.

Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code (UCC), and regulations of the Federal Reserve System, the Federal Deposit Insurance Corporation (FDIC), and other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the agreement, may change from time to time without notice to you unless required by law. Your continued use of the service following receipt of the agreement or notice of a change is considered acceptance of the agreement or change. Notice of a change may be made, if required by law, by mail or electronically. The agreements that apply

to your accounts with us, including, but not limited to, account agreements, apply to all transactions made on the accounts through the service.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. This agreement, together with the application, constitutes the entire agreement between you and Denison State Bank with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

### **OTHER AGREEMENTS**

The terms and conditions of this agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your deposit account(s), the applicable account disclosures, the Fee Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the loan accounts, and the application, all as may be amended from time to time.

Pursuant to the provisions of Federal Reserve Board Regulation E, in certain circumstances, such as if you reveal your credentials to any known non-signor person and funds are stolen and are non-refundable, the bank will not be liable for any loss you suffer. In situations of credentials being stolen, such as through breach into our data systems, or obtained through fraudulent means by someone impersonating the bank, the accountholder/user may not be liable for loss and may be reimbursed, pending results of our investigation into the matter.

No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association (NACHA). This agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Kansas.

### **CONFLICT IN TERMS**

The terms and conditions of the deposit and loan agreements and disclosures for each of your accounts with Denison State Bank continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Denison State Bank and this agreement, then the terms of your pre-existing agreements and disclosures will apply.

## **CHANGE IN TERMS**

We may change any term of this agreement at any time. If the change would result in any applied fees for any service, increased liability for you, fewer types of available electronic fund transfers, extended processing or postings times, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. Your continued use of any or all of the services indicates your acceptance of change in terms. We reserve the right to waive, reduce or reverse changes in individual situations.

## **TERMINATION RIGHTS**

### **Your Right to Terminate**

You may cancel your service at any time by notifying the bank in person, in writing, and in DSBconnect and email message. Your digital login will be suspended within two (2) business days of our receipt of your instructions to cancel.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to these services for any reasons, including immediate termination in any cases the bank perceives as being related to fraud, theft or risky mismanagement. We reserve the right to terminate your service registration, without notice, if there has been no successful login for at least 180 consecutive calendar days. 30-day notice is provided to you on email for this.

## **INDEMNIFICATION**

In consideration of being allowed access to the service, you agree to indemnify and hold us harmless for any losses or damages to us resulting from your use of the service, to the fullest extent allowed by applicable law.

## **DISCLAIMER AND LIMITATION OF WARRANTY**

We make no warranty of any kind, express or implied, in connection with the services provided to you under this agreement. We do not and cannot warrant that the system will operate without errors, or that any or all online banking services will be available and operational at all times. Except as specifically provided in this agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this agreement.

## **THIRD PARTIES**

You acknowledge that we do subcontract a portion of the services to be provided

under this agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with online banking, and you will hold us harmless for any failures, acts or omissions of any third party. You agree that once you export bank account data into a third party program, you become a user of that program, and the bank is not liable for that program's performance with the data, and the bank may not be able to offer assistance in using that program.

### **ADDITIONAL SERVICES**

We may, from time to time, make additional services available to our suite of digital banking services. Our notification may be in the form of information posted on our web site, and we will also send notice to all registered DSBconnect users by e-mail or by postal mail. By using these additional services when they become available, you agree to be bound by this agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

### **ERRORS AND ADJUSTMENTS**

The disclosure provided to you at account(s) opening regarding errors and adjustments applies here. We agree to correct any error made by us in crediting or debiting any account by making the appropriate adjustment to the applicable account. Account balances and transactions items/amount that display on DSBconnect are identical to what is posted on the bank's official ledger. You agree to examine any account statement or account notice and report any suspected errors within 60 days of the statement date.

### **CONTACT US**

*Telephone:* (785) 364-3131 or toll-free (800) 633-2423.

*E-mail:* [online@dsbks.com](mailto:online@dsbks.com)

*Postal Mail:* Denison State Bank, P.O. Box 71, Holton, KS 66436.

*In Person:* You may visit us in person at any one of our full-service locations listed at [www.dsbks.com](http://www.dsbks.com) > Locations & Hours.

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